

Robert Yaquinto, Jr.
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ATTORNEY CHAPTER 7 TRUSTEE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE:	§	
	§	
TEXAS E&P OPERATING, INC.,	§	CHAPTER 7
	§	
<i>Debtor</i>	§	CASE NO. 17-34386-SGJ-7
	§	

**MOTION TO COMPROMISE CONTROVERSY UNDER RULE 9019 BETWEEN THE
TRUSTEE AND DEFENDANT KRAGE & JANVEY LLP**

NO HEARING WILL BE CONDUCTED HEREON UNLESS A WRITTEN RESPONSE IS FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT AT 1100 COMMERCE STREET, ROOM 1254, BEFORE CLOSE OF BUSINESS ON OCTOBER 30, 2024, WHICH IS AT LEAST 21 DAYS FROM THE DATE OF SERVICE HEREOF.

ANY RESPONSE SHALL BE IN WRITING AND FILED WITH THE CLERK, AND A COPY SHALL BE SERVED UPON COUNSEL FOR EACH MOVING PARTY PRIOR TO THE DATE AND TIME SET FORTH HEREIN. IF A RESPONSE IS FILED, A HEARING MAY BE HELD WITH NOTICE ONLY TO THE OBJECTING PARTY.

IF NO HEARING ON SUCH NOTICE OR MOTION IS TIMELY REQUESTED, THE RELIEF REQUESTED SHALL BE DEEMED TO BE UNOPPOSED, AND THE COURT MAY ENTER AN ORDER GRANTING THE RELIEF SOUGHT OR THE NOTICED ACTION MAY BE TAKEN.

TO THE HONORABLE STACY G. JERNIGAN,
UNITED STATES BANKRUPTCY JUDGE:

COMES NOW Robert Yaquinto, Jr., the chapter 7 trustee (the “Trustee”) for the bankruptcy estate (the “Estate”) of Texas E&P Operating, Inc. (the “Debtor”) and files this

Trustee's Motion to Compromise Controversy under Rule 9019 between the Trustee and Defendant Krage & Janvey (the "Motion"), and respectfully states as follows in support thereof

BACKGROUND

1. Debtor filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code (11 U.S.C. §§ 101, *et seq.*, "Bankruptcy Code") on November 29, 2017, in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Court").

2. On January 19, 2018, Jason R. Searcy was appointed as Chapter 11 Trustee for the Debtor. Thereafter, on July 27, 2018, Debtor's Chapter 11 bankruptcy case was converted to a Chapter 7 bankruptcy case and Mr. Searcy was appointed as Chapter 7 Trustee.

3. On July 27, 2018, the Bankruptcy was converted to a Chapter 7.

4. On January 23, 2019, Robert Yaquinto, Jr. was appointed as successor Trustee following the unexpected death of Jason R. Searcy.

5. On November 27, 2019, the Trustee initiated Adversary Proceeding No. 19-03321 (the "Lawsuit") against defendant Krage & Janvey, L.L.P. ("K&J") seeking to avoid and recover certain payments to K&J as preferential or fraudulent transfers under the Bankruptcy Code and applicable state fraudulent transfer law. The Trustee later amended his claims against K&J to include additional Texas state law claims for, *inter alia*, knowing participation in breach of fiduciary duty.

6. K&J filed timely responses and answers to the Lawsuit denying all of the Trustee's claims and asserting certain affirmative defenses to such claims.

7. On August 14, 2024, the Bankruptcy Court ordered the Parties to mediation.

8. On September 23, 2024, K&J and the Trustee mediated with Chris Nolland and reached a mutual agreement to resolve their disputes and avoid the uncertainty, costs, and expense of further litigation, to settle all claims in the Lawsuit and to release any and all claims between K&J and the Trustee as provided in the Settlement Agreement and Release, dated effective as of September 23, 2024, a copy of which is attached hereto as Exhibit A (the “Settlement Agreement”).

9. The agreed terms of the settlement are set forth in the Settlement Agreement.

10. The material terms and provisions of the Settlement Agreement are as follows:

- a. K&J shall pay or cause to be paid \$400,000 to the Trustee.
- b. K&J and the Trustee (for himself, the Debtor, and any successor trustee or representative of the Debtor’s estate) shall release each other and officers, directors, partners, employees, principals, agents, representatives, affiliates, subsidiaries, insurers, attorneys, successors, and assigns, of and from any and all claims, causes of action, demands, lawsuits, actions, damages, injuries, liabilities, expenses, and costs, of every kind and description, known or unknown, asserted or unasserted, which could have been brought in the Lawsuit or which relate, in any way, to Debtor, Debtor’s related, affiliated, or subsidiary persons or entities, or Mark Plummer (individually or in any other capacity), other than for breaches of the Agreement.
- c. Trustee shall take whatever actions are necessary to ensure the Lawsuit and all claims brought therein are dismissed in their entirety, with prejudice and without costs or fees.

SETTLEMENT STANDARDS

11. Federal Rule of Bankruptcy Procedure 9019(a) provides, in pertinent part, that “on motion by the trustee and after notice and a hearing, the court may approve a compromise and settlement.”

12. Bankruptcy Rule 9019 empowers a bankruptcy court to approve compromises and settlements if they are “fair and equitable and in the best interest of the estate.” *Official Comm. of Unsecured Creditors v. Cajun Elec. Power Coop., Inc. (In re Cajun Elec. Power Coop., Inc.)*, 119

F.3d 349, 355 (5th Cir. 1997); *Connecticut Gen. Life Ins. Co. v. United Cos. Fin. Corp. (In re Foster Mortgage Corp.)*, 68 F.3d 914, 917 (5th Cir. 1995).

13. The Fifth Circuit has adopted a three-part test for assessing the fairness and reasonableness of a proposed settlement:

[W]e apply the three-part test set out in *Jackson Brewing* with a focus on comparing the terms of the compromise with the likely rewards of litigation. A bankruptcy court must evaluate: (1) the probability of success in litigating the claim subject to settlement, with due consideration for uncertainty in fact and law; (2) the complexity and likely duration of litigation and any attendant expense, inconvenience, and delay, and (3) all other factors bearing on the wisdom of the compromise. The “other” factors—the so-called *Foster Mortgage* factors—include: (i) the best interest of the creditors, with proper deference to their reasonable views; and (ii) the extent to which the settlement is truly the product of arms-length bargaining, and not of fraud or collusion.

See Off. Comm. of Unsecured Creditors v. Moeller (In re Age Refin., Inc.), 801 F.3d 530, 540 (5th Cir. 2015) (internal quotation marks omitted) (citing *Rivercity v. Herpel (In re Jackson Brewing Co.)*, 624 F.2d 599, 602–03 (5th Cir. 1980); *Cajun Elec.*, 119 F.3d at 356; *Foster Mortg.*, 68 F.3d 914 at 917–18).

14. Approval of a proposed compromise is left to the sound discretion of the reviewing court. *See, e.g., In re Hibbard Brown & Co., Inc.*, 217 B.R. 41, 45-46 (Bankr. S.D. N.Y. 1998) (noting that courts should exercise their discretion in light of the general public policy favoring settlements). Generally, when evaluating a settlement, the bankruptcy court is not to decide the issues in dispute. *Watts v. Williams*, 154 B.R. 56, 59 (S.D. Tex. 1993). The court “is not to decide the numerous questions of law and fact raised” by the compromise but is “to canvass the issues and see whether the settlement falls below the lowest point in the range of reasonableness.” *ARS Brook, LLC v. Jalbert (In re ServiSense.com, Inc.)*, 382 F.3d 68, 72 (1st Cir. 2004).

15. A settlement’s proponents bear the burden of establishing the fairness of a compromise; however, the court does not conduct a mini trial or evidentiary hearing to adjudicate

the issues being settled. *Cajun Elec.*, 119 F.3d at 355. “The burden is not high.” *In re Allied Props., LLC*, No. 06-33754, 2007 Bankr. LEXIS 2174 at *11, 2007 WL 1849017 at *15 (Bankr. S.D. Tex. June 25, 2007). Courts generally rely heavily on the Trustee or Debtor and defer to its judgment, provided there is a “legitimate business justification” for the settlement. *Myers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3rd Cir. 1996). “As long as [the decision to settle] appears to enhance a debtor’s estate, court approval . . . should only be withheld if the debtor’s judgment is clearly erroneous, too speculative, or contrary to the provisions of the Bankruptcy Code.” *Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985).

16. The Trustee submits that the proposed compromise falls well within the range of reasonableness and meets the standards of *Jackson Brewing* and other Fifth Circuit precedent. “Controlling authority weighs in favor of the approval of the compromise and settlement in light of the practical reality that compromises are . . . oftentimes desirable and wise methods of bringing to a close proceedings [that are] otherwise lengthy, complicated and costly.” *Jackson Brewing*, 624 F.2d at 602 (quoting *Case v. Los Angeles Lumber Prods. Co.*, 308 U.S. 106, 130 (1939)).

APPLICATION OF RELEVANT FACTORS TO SETTLEMENT AGREEMENT

17. Probabilities of Success in Litigating. The Trustee has carefully evaluated his claims and K&J’s defenses in the Lawsuit. The Trustee believes his preferential transfer, fraudulent transfer, and knowing participation claims are meritorious. K&J has vigorously defended the claims and has indicated that, without a settlement, it will continue to do so. While both the Trustee and K&J believe they would ultimately prevail at trial and upon any appeal of any judgment entered by the Bankruptcy Court, the Trustee and K&J agree that the uncertainties of fact and law impact the probability of success for each of them. The Trustee has concluded that

the proposed settlement properly recognizes the present risks attendant to litigating each claim in the Lawsuit. This factor favors settlement.

18. Complexity, Expense, Inconvenience, and Delay from Litigation. Litigating the Lawsuit has already involved substantial expense, inconvenience, and delays that the Estate does not have sufficient assets to bear presently. The Estate is presently administratively insolvent. Continuing to litigate would only result in even greater cost and would take many more months in the Trustee's estimation. The Estate and K&J have vigorously litigated the Lawsuit for years, with numerous pre-trial motions. There is little doubt that trend would continue if the settlement is not approved. Even if the Trustee prevails in the lawsuit, the Trustee suspects that K&J would appeal any judgment. The Trustee has concluded that it is unlikely that any ultimate recovery received would exceed the litigation costs to obtain it. Further, the Trustee has reason to believe that it would be difficult to collect any significant judgment from K&J. The Trustee initially believed that K&J's professional liability insurance policy would cover any damages awarded to the Estate. However, over the course of the litigation, K&J's professional liability carrier has denied liability or coverage for the claims brought by the Trustee. Consequently, in exercising his judgment the Trustee has considered the uncertainties and difficulties of collecting in full any judgment that might be entered in favor of the Trustee should he prevail in the Lawsuit in whole or in part. In sum, prosecuting the Lawsuit would involve high costs, much inconvenience, likely delay, and little prospect of collecting any significant returns in excess of the settlement amount. This factor favors settlement.

19. Paramount Interest of the Creditors with Deference. No creditors have expressed a view on the settlement at this point in time. The settlement is in the best interest of the Estate's creditors. As outlined above, the Estate is administratively insolvent. Continuing the Lawsuit

would involve incurring additional costs which the Trustee estimates would exceed any potential recovery and decrease the assets available for distribution. Settling would bring funds immediately into the Estate, a portion of which the Trustee believes will be available to distribute to creditors. For all these reasons, the settlement maximizes the Estate's value, is in the creditors' best interests, and properly defers to their reasonable preferences. This factor favors settlement.

20. Arm's-Length Bargaining. The Estate has reached the settlement after several rounds of discussion with K&J and after mediation with K&J and its insurer conducted by a well respected, experienced and neutral mediator. There is no conflict of interest held by any representative of K&J and the Trustee. No insiders of the Debtor or the Estate, including Mark Plummer or any of his affiliates, were involved in the settlement. The settlement is the product of an arms-length bargaining process, and no fraud or collusion exists. This factor favors settlement.

CONCLUSION

Movant wishes to finally and fully settle and discharge all claims against K&J possessed by the Debtor, the Trustee, or the Estate on the terms set out above and in the Settlement Agreement. The Settlement Agreement reached is in the best interests of the Estate and was reached through arms'-length negotiation. Accordingly, Movant believes this Court should approve the Motion.

WHEREFORE, the Trustee requests that the Court enter an Order (i) approving this Motion; (ii) authorizing the Trustee and K&J to enter into the Settlement Agreement attached hereto as Exhibit A; and (iii) granting the Trustee such other and further relief to which he is justly entitled.

Dated this 9th day of October, 2024.

Respectfully submitted,

/s/ Robert Yaquinto, Jr.

Robert Yaquinto, Jr.

State Bar No. 22115750

Sherman & Yaquinto, L.L.P.

509 N Montclair Ave. Dallas, TX, 75208-5450

Tel 214-942-5502

Fax: 214/946-7601

ATTORNEY FOR TRUSTEE

CERTIFICATE OF SERVICE

I hereby certify that on the 9th of October, 2024, a true and correct copy of the foregoing document was electronically filed and served on all parties receiving filings by the Court's electronic service system and on the attached list electronically or by regular U.S. Mail, postage prepaid.

/s/ Robert Yaquinto, Jr.

Robert Yaquinto, Jr.

DUE TO THE SIZE OF THE EXHIBIT AND SERVICE LIST, A COPY OF EACH HAS BEEN PROVIDED TO THE COURT, THE U.S. TRUSTEE and ANY PARTY RECEIVING FILINGS BY ECF. ANY PARTY WHO MAY WANT A COPY OF THE EXHIBIT OR SERVICE LIST, MAY MAKE A REQUEST IN WRITING TO: ROBERT YAQUINTO, JR., SHERMAN & YAQUINTO, L.L.P., 509 N. MONTCLAIR AVENUE, DALLAS, TEXAS 75208.

EXHIBIT A

"Lawsuit") seeking to avoid and recover certain payments to K&J as fraudulent transfers under the Bankruptcy Code and applicable state fraudulent transfer law. The Trustee later amended his claims against K&J to include additional Texas state law claims for, *inter alia*, knowing participation in breach of fiduciary duty.

E. K&J filed timely responses and answers to the Lawsuit denying all of the Trustee's claims and asserting certain affirmative defenses to such claims.

F. On August 14, 2024, the Bankruptcy Court ordered the Parties to mediation [Adv. Dkt. No. 92].

G. On September 23, 2024, the Parties mediated with Chris Nolland ("**Mediator**") and reached a mutual agreement to resolve the Parties' disputes and avoid the uncertainty, costs, and expense of further litigation, to settle all claims in the Lawsuit and to release any and all claims between the Parties as provided in this Agreement and the mediation settlement agreement executed at the mediation.

H. The Parties desire to enter into this Agreement to further memorialize their settlement agreement.

AGREEMENT

1. **Payment Terms.** In full and complete final settlement and discharge of all asserted or unasserted claims against K&J of the Trustee or Debtor, K&J shall pay or cause to be paid the sum of Four Hundred Thousand Dollars (\$400,000.00) (the "**Settlement Amount**") to the Trustee. The Settlement Payment shall be paid within five (5) business days after the Bankruptcy Court Order approving the Agreement becomes final and non-appealable or within five (5) business days of a final appellate order affirming the Bankruptcy Court's approval of the Parties' settlement and the terms of this Agreement.

2. **Release.** In consideration of the payment of the Settlement Amount, and upon satisfaction of the other terms and conditions set forth in this Agreement, the Parties hereby forever release and discharge each other, along with the each Parties' respective officers, directors, partners, employees, principals, agents, representatives, affiliates, subsidiaries, insurers, attorneys, successors (including any successor trustee for Debtor that might be appointed under the Bankruptcy Code), and assigns (collectively, the "**Released Parties**"), of and from any and all claims, causes of action, demands, lawsuits, actions, damages, injuries, liabilities, expenses, and costs (including attorneys' fees), of every kind and description (including loss of property), known or unknown, asserted or unasserted, which could have been brought in the Lawsuit or which relate, in any way, to Debtor, Debtor's related, affiliated, or subsidiary persons or entities, or Mark Plummer (individually or in any other capacity) (collectively, Mark Plummer, Debtor and all related, affiliated, or subsidiary persons or entities shall be referred to as the "**Plummer Entities**") (the "**Released Claims**"). For the avoidance of doubt, the foregoing Released Claims shall include any claims related to or arising from K&J's representation of any of the Plummer Entities. The Parties agree that Released Claims shall exclude any claim seeking to enforce any terms, obligations, or rights under this Agreement.

3. **Dismissal of Claims.** Upon payment of the Settlement Amount, the Lawsuit shall be

dismissed with prejudice. All parties shall bear their own costs and attorneys' fees in the Lawsuit and Debtor's bankruptcy case.

4. **This Agreement is Subject to Bankruptcy Court Approval.** The effectiveness of this Agreement and the Parties' rights and obligations hereunder are conditioned in all respects on the approval of this Agreement (including the mutual releases contained herein) by the Bankruptcy Court. The Parties agree to use reasonable efforts to have this Agreement expeditiously approved by the Bankruptcy Court by cooperating in the preparation and prosecution of a mutually agreeable motion and proposed order. If any part of this Agreement is not approved by the Bankruptcy Court for any reason, this Agreement (including the mutual releases contained herein) will be immediately null and void as of the Effective Date and of no further force and effect.

5. **Representations and Warranties.** Subject in all respects to the Bankruptcy Court's approval required by Section 4 hereof, each Party represents and warrants to the other Party that such Party is fully authorized to enter into and perform the terms of this Agreement and that, as of the Effective Date, this Agreement will be fully binding upon each Party in accordance with its terms.

6. **No Admission of Liability by K&J.** The Parties acknowledge that there is a *bona fide* dispute with respect to the claims and defenses asserted in the Lawsuit. Nothing in this Agreement constitutes or shall be deemed to constitute or imply an admission of liability, fault, wrongdoing, or any other fact, event, or circumstance by K&J, and the execution of this Agreement does not constitute an admission of liability, fault, or wrongdoing on the part of K&J.

7. **Advice of Counsel.** Each of the Parties represents that such Party has:

(a) Been adequately represented by independent legal counsel of its own choice, throughout all the negotiations that preceded the execution of this Agreement;

(b) Executed this Agreement upon the advice of such counsel;

(c) Read this Agreement, and understands and assents to all the terms and conditions contained herein without any reservations; and

(d) Had the opportunity to have this Agreement and all the terms and conditions contained herein explained by independent counsel, who has answered any and all questions asked of such counsel, or which could have been asked of such counsel, including, but not limited to, with regard to the meaning and effect of any of the provisions of this Agreement.

8. **Release of Mediator.** Although the Mediator may have facilitated the Parties reaching this Agreement and his staff may have facilitated the preparation of this Agreement as a courtesy to the Parties and their counsel, the Parties and their counsel have thoroughly and independently reviewed this Agreement and have, where necessary, modified it to conform to their agreements and understandings. All signatories to this Agreement hereby release the Mediator from any and all liability arising in connection with the drafting of this Agreement. Without limiting the foregoing, all Parties and their counsel agree and acknowledge that the mediator has not provided legal advice to any Party and has not acted as counsel for any Party.

9. **Entire Agreement.** This Agreement contains the entire agreement and understanding concerning the subject matter of this Agreement, and supersedes and replaces all prior negotiations and agreements, written or oral and executed or unexecuted, concerning such subject matter (including the Settlement Agreement and Term Sheet executed at the mediation). Each of the Parties acknowledges that no other Party, nor any agent of or attorney for any such Party, has made any promise, representation or warranty, express or implied, written or oral, not otherwise contained in this Agreement to induce any Party to execute this Agreement. The Parties further acknowledge that they are not executing this Agreement in reliance on any promise, representation or warranty not contained in this Agreement, and that any such reliance would be unreasonable. This Agreement will not be waived or modified except by an agreement in writing signed by each Party or duly authorized representative of each Party.

10. **No Party Deemed Drafter.** The Parties acknowledge that the terms of this Agreement are contractual and are the result of arms-length negotiations between the Parties and their chosen counsel. Each Party and its counsel cooperated in the drafting and preparation of this Agreement. In any construction to be made of this Agreement, the Agreement will not be construed against any Party.

11. **Future Cooperation.** The Parties agree to cooperate and execute such further documentation as is reasonably necessary to effectuate the intent of this Agreement.

12. **Counterparts.** This Agreement may be executed in counterparts with the same force and effect as if executed in one complete document. Each Party's signature hereto will signify acceptance of, and agreement to, the terms and provisions contained in this Agreement. Photographic, electronic, and facsimile copies of signed counterparts may be used in lieu of the originals of this Agreement for any purpose.

13. **Governing Law; Venue; Attorneys' Fees and Costs.** The Parties agree that this Agreement will be governed by and will be construed according to the laws of the State of Texas without regard to conflict-of-law principles. Each of the Parties hereby submits to the exclusive jurisdiction of the Bankruptcy Court during the pendency of Debtor's Bankruptcy Case and thereafter to the exclusive jurisdiction of the state and federal courts located in the Northern District of Texas, Dallas Division, with respect to any disputes arising from or out of this Agreement.

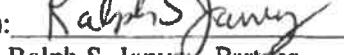
Effective this 23rd day of September, 2024.

APPROVED AS TO FORM AND SUBSTANCE, AND AGREED TO, BY:


Robert Yaquinto, Jr., Trustee


Signature: 
Printed Name: Robert Yaquinto, Jr., Trustee

Krage & Janvey L.L.P.

By (Signature): 
Printed Name: Ralph S. Janvey, Partner

APPROVED AS TO FORM ONLY:

Signature: 
Printed Name: Michael Lung
Attorney for Robert Yaquinto, Jr., Trustee

Signature: 
Printed Name: John P. Lewis, Jr.
Attorney for Krage & Janvey L.L.P.

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A-Pro Industries
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Millsap, TX 76066-0033

Acid and Cementing Services, Inc.
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Palestine, TX 75802-1258

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Dallas, TX 75204-2430

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El Campo, TX 77437-1540

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Buteo Enterprises
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Longview, TX 75604-9798

C & S Lease Services
P. O. Box 1049
Kilgore, TX 75663-1049

Calcasieu Parish School Board
P. O. Box 800
Lake Charles, LA 70602-0800

Calcasieu Parish Tax Collector
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Lake Charles, LA 70601-9419

Calcasieu Rentals, Inc.
c/ o Shane Crochet, VP
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Lake Charles, LA 70615-4702

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Smiley, TX 78159-6056

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Chemical Weed Control
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Rusk, TX 75785-0494

Cherokee County Clerk
Laverne Lusk
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Rusk, TX 75785-0420

Cherokee County Tax A/C
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Rusk, TX 75785

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